

- A. General PERI Terms and Conditions of Business**
- 1. Scope**
- 1.1 The General PERI Terms and Conditions of Business (hereinafter referred to as “**Terms**”) apply exclusively in the business transactions of PERI (Hong Kong) Limited, 19 C&D, Tower B, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong, a material supplier of goods, (hereinafter referred to as “**PERI**”) with the person or company who purchases goods or services from PERI as a sophisticated end user not being a consumer (hereinafter referred to as “**Customer**”).
- 1.2 The subject matter of these Terms are all deliveries and services that PERI provides to Customers. The deliveries and services shall be provided exclusively on the basis of these Terms. Other provisions, in particular general terms and conditions of the Customer shall not apply, regardless of whether they have been expressly rejected by PERI or not. These Terms shall also apply exclusively if PERI performs or accepts a delivery or service without reservation in the knowledge of other terms and conditions.
- 1.3 In addition to these Terms, the following relevant documents and regulations shall form part of the Contract and these Terms:
- 1.3.1 the PERI price lists:
- Rent / Services
  - Purchase / Services
- 1.3.2 the PERI packaging guidelines;
- 1.3.3 the PERI instructions for assembly and use;
- 1.3.4 applicable laws and regulations including but not limited to Buildings Ordinance (Cap. 123), Building (Construction) Regulation (Cap. 123Q) and the Codes of Practice issued by the Buildings Department.
- 1.3.5 **Special PERI Terms**; these are:
- Special Terms of PERI for the sale of Formwork and Scaffold (Clause B)
  - Special Terms of PERI for renting of Formwork and Scaffold (Clause C)
  - Special Terms of PERI for engineering and structural calculation services (Clause D)
  - Special Terms of PERI for briefing and plan comparison (Clause E)
  - Special Terms of PERI for ancillary services (Clause F)
- 1.4 Unless otherwise agreed, the Terms shall apply in the version applicable at the time of the respective conclusion of the Contract with the Customer.
- 1.5 These Terms shall also apply to future similar legal transactions between PERI and the Customer.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. The statutory provisions shall therefore apply irrespective of a corresponding clarification, insofar as they are not (where permitted by law) directly amended or expressly excluded in these Terms.
- 2. Definitions**
- 2.1 **Business Day** means a day other than a Saturday, Sunday or public holiday at the place of incorporation of PERI.
- 2.2 **Other Formwork and Scaffolding Goods**  
Scrap materials, Third-Party Goods, Rental Object and other purchased items, which the Customer has already purchased or rented from PERI on the basis of another contract.
- 2.3 **Third-Party Goods** means formwork and scaffolding components that have not been manufactured or distributed by PERI.
- 2.4 **Used Goods** include such formwork and Scaffolds manufactured by PERI, whose components and accessories have already been used for their intended purpose and correspondingly may bear traces of usage and repair.
- 2.5 **Scaffolds** are temporarily built building constructions of adjustable length, width and height, which are assembled by the Customer in-situ with scaffold parts, used as per their intended application and can be dismantled again. The term Scaffold is hereinafter used for all objects made available on the basis of a purchase or rental Contract that are intended to produce the construction described in the preceding sentence. The term Scaffold includes all scaffold components and accessories.
- 2.6 **Purchase Item** refers to the New or Used Goods contractually owed by PERI as per the Contract. In the respective context, Purchase Item could mean both the entire contractually owed performance as well as parts of the contractually owed performance.
- 2.7 **Rental Object** refers to the new or Used Goods contractually owed by PERI as per the rental Contract as well as containers and packaging material. In the respective context, Rental Object could mean both the entire contractually owed performance as well as parts of the contractually owed performance.
- 2.8 **New Goods** are Formwork and Scaffolds manufactured by PERI, whose components and accessories have not yet been used as per their intended application or for any other purpose.
- 2.9 **Formwork** within the meaning of these Terms is the mould of variable length, width and height to be built temporarily, in which wet concrete is placed to produce concrete elements. The term Formwork is hereinafter used for all the objects made available via purchase or rental Contract and which are intended to produce the construction mould described in the preceding sentence. The term Formwork also includes all formwork components and formwork accessories as well as support structures.
- 2.10 **Reserved Goods** means Formwork and Scaffolds as well as their components and accessories to which PERI reserves title within the scope of a purchase Contract.
- 3. Conclusion of Contract**
- 3.1 Offers made by PERI are generally non-binding. If an offer by PERI is expressly marked as binding in writing, PERI shall be bound by the offer for 30 (thirty) calendar days from its receipt by the Customer.
- 3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer directed towards the conclusion of a Contract with PERI and the Customer is bound to its orders for a period of 4 (four) weeks.
- 3.3 Acceptance of the offer by PERI can be made in writing or in text form (letter, fax, e-mail). (Partial) delivery by PERI and acceptance of the materials on site does not substitute PERI's order confirmation but will indicate PERI's commitment to confirm the order.
- 3.4 If PERI accepts the offer by the Customer in accordance with Clause A.3.3 or if the Customer accepts the binding offer by PERI within the period in accordance with Clause A.3.1, the respective contract between PERI and the Customer shall be deemed concluded (“**Contract**”).
- 3.5 Offer documents and documents relating to offers by PERI shall remain the property of PERI.
- 3.6 All agreements deviating from these contractual terms, ancillary agreements, supplements and amendments to the Contract concluded between PERI and the Customer must be in writing to become effective. This shall also apply to amendments of this Clause.
- 4. Payment terms**
- 4.1 Unless payment in advance or otherwise agreed in the Contract, the price for goods and/or services shall be paid 30 (thirty) calendar days after receipt of an invoice issued by PERI. Unless otherwise agreed, payments shall be made in HKD (Hong Kong Dollar).
- 4.2 All prices are net prices and are to be paid plus statutory VAT if applicable.
- 4.3 There are no discounts on the invoices.
- 4.4 Instalment payments are excluded unless instalment payments have been expressly agreed in writing.
- 4.5 Cheques are accepted only on account of payment by PERI. For payment by cheque: The payment obligation of the Customer is considered fulfilled only when the cheque has been cleared by the bank.
- 4.6 All invoices issued by PERI shall be conclusive and binding as between PERI and the Customer pending final judgement after a trial. For the avoidance of doubt, and, if and to the extent permitted by applicable law:
- 4.6.1 PERI shall be entitled to enter summary judgement against the Customer for amounts due under the said invoices without taking into account and set-offs, and/or counter-claims alleged by the Customer, the Customer shall not be entitled to a stay of execution on the said summary judgement.
- 4.6.2 PERI is obliged only to take into account:
- 4.7.1 credit notes issued by PERI,
  - 4.7.2 set-offs and/or counterclaims allowed by the court at final judgement after trial.
- 5. Default of payment, inability of the Customer to perform**
- 5.1 If the payment deadline is exceeded, the Customer shall be in default without further reminder. The receipt of the invoice amount on the specified account of PERI is decisive for the timeliness of payment.
- 5.2 During the period of default, PERI is entitled to charge interest of 1% (one percent) per month from the date of the invoice to the date of full payment. Further claims for damages remain unaffected.
- 5.3 If the Customer is in default with at least two payments from the business relationship with PERI, PERI is entitled to call due all claims from all business relationships with PERI after the fruitless expiry of two weeks after the occurrence of the Customer's second default.
- 5.4 If, after the conclusion of the Contract, it becomes apparent that the Customer's financial situation puts the fulfilment of its contractual obligations at risk (in particular in the event of suspension of payments, filing of an application for the opening of insolvency proceedings, attachment and execution measures), PERI is entitled, at its own discretion, to withhold delivery or goods and/or refuse to provide other services until the Customer has paid the price in advance or provided appropriate security.

- 6. Assignment**  
PERI is entitled to assign all claims against the Customer to third parties without the prior consent of the Customer. The Customer may not assign the rights and obligations to which it is entitled in connection with deliveries and/or services to third parties in whole or in part without PERI's prior written consent.
- 7. Securities and contract performance guarantee**  
PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.
- 8. Storage of Personal Data**  
PERI stores personal data subject to legal regulations. PERI reserves the right to store data from the contractual relationship with the Customer in accordance with the statutory provisions for the purpose of data processing and, insofar as it is necessary for the fulfillment of the Contract, to transmit such data to PERI's insurance company solely for the purpose of obtaining insurance coverage and filing insurance claim.
- 9. Confidentiality**  
91 The parties shall refrain from exploiting and making available to others trade and company secrets of the other party that were confided to them or became known by them on the occasion of the cooperation during the existence and after termination of the Contract and shall not disclose them to third parties without the prior written consent of the respective contracting party. With regard to PERI, group companies are not considered as third parties, so that disclosure to them is permitted.  
92 The parties shall use other confidential information, in particular technical information, intentions, experience, findings or designs, which become accessible to them in the context of the contractual cooperation or which they receive from each other, in whatever form, only in the context of their cooperation and shall keep it confidential for five years after the end of the term of this Contract and shall not make it accessible to any third party without the prior written consent of the disclosing contracting party. This confidentiality obligation also applies to information that is based on confidential information of the other party. This confidentiality obligation does not apply to information that is proven to be known by the receiving party prior to the cooperation occasioned by this Contract as well as during the performance of this Contract and for which no other duty of confidentiality exists,  
- received rightfully from a third party by the receiving party,  
- generally known upon conclusion of this Contract or becomes generally known afterwards without a breach of the obligations contained in this Contract,  
- developed in the course of its own development by the receiving party without recourse to or use of confidential information,  
- required to be disclosed by the receiving contractual partner due to legal, official or judicial order; in this case, the receiving contractual partner will inform the disclosing contractual partner prior to the disclosure and limit the disclosure as much as possible.
- 93 The parties shall oblige the employees and agents working for them to comply with this confidentiality clause. The same applies for PERI in case of disclosure to its group companies.
- 10. Liability on the part of PERI**  
101 PERI is liable for the breach of contractual and non-contractual obligations only in the case of intentional or negligent default, but limited to the typical damages that were foreseeable at the time at which the contract was concluded. These limitations do not apply in cases of culpable breach of significant contractual obligations if the purpose of the contract is jeopardized, in cases of compulsory liability in accordance with existing laws, gross negligence or bodily injury.  
102 To the maximum extent permitted by applicable law, in no event shall PERI be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) however caused and on any legal or equitable theory of liability, and whether or not for breach of contract, negligence or otherwise, even if licensor has been advised of the possibility of such damages. these limitations will apply notwithstanding any breach of condition(s) or fundamental term(s) or for a fundamental breach(s). in any case, PERI's entire liability under any provision of this agreement shall be limited to the amount received by PERI from the Customer for the Purchase item pursuant to this agreement provided. This limitation of liability is cumulative with all such party's expenditures being aggregated to determine satisfaction of the limit.  
103 Assembly and erection of the rental formwork may only be performed in a manner that takes into consideration and observes the requirements set out by PERI and follows the appropriate assembly and usage instructions. The use of PERI products in conjunction with the customer's own parts or parts from another manufacturer is performed entirely at the rental customer's own risk. PERI is excluded from all liability in relation to this.

- 104 As far as PERI's liability is excluded or limited in any particular matter, this also applies for the personal liability of PERI's employees, employee representatives and agents in respect of the same matter.
- 11. Applicable law**  
All legal relationships between PERI and the Customer shall be governed exclusively by the applicable laws of the place of incorporation of PERI excluding the CISG [United Nations Convention on the International Sales of Goods] dated 11 April 1980.
- 12. Place of Jurisdiction and Performance**  
12.1 The courts of the place of incorporation of PERI shall have non-exclusive jurisdiction for all disputes arising from or in connections with the contractual relationship between PERI and the Customer. . PERI reserves the right to bring legal action at the Customer's place of incorporation.  
12.2 Unless otherwise agreed, the place of performance shall be at PERI's business address as indicated in Clause A.1.1.
- 13. Miscellaneous**  
13.1 If individual provisions of these Terms are or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory regulations apply to all following services to be provided by PERI.  
13.2 PERI shall not be obliged to provide guarantees or performance guarantees, in particular monetary performance guarantees.  
13.3 PERI will not participate, even partially, in a Customer's all risks insurance policy or comparable insurance policy.  
13.4 PERI shall not be obliged to provide the following evidence:  
Document of compliance from the health insurance company stating that employees are insured, documents of compliance from the responsible tax office, proof of third party liability insurance or other proof that is generally only required from subcontractors, unless required by law.
- B. Special Terms of PERI for the sale of Formwork and Scaffold**
- I. Special PERI Terms for the sale of New Goods**  
If the Customer orders New Goods from PERI, the following provisions shall apply. The following designation under Clause B.1 "Purchase Item" refers exclusively to New Goods.
- 1. Dates and deadlines**  
1.1 Delivery dates and deadlines are only binding if they are expressly designated as "binding" in the individual contract. Subsequent amendments to the Contract may lead to an extension of the agreed delivery periods and postponement of the delivery dates. Neither absolute nor relative fixed-date transactions are agreed between PERI and the Customer with respect to PERI's performance obligation unless a fixed-date transaction is agreed explicitly and in writing.  
1.2 Deliveries are executed only after complete clarification of all the execution details and confirmation of the delivery periods and deadlines by PERI in text form (letter, fax, e-mail).  
1.3 Delivery periods shall not commence before the Customer has fulfilled its contractual and cooperation obligations, if any, has provided the necessary official certificates and permits and, if advance payment has been agreed, not before PERI has received the agreed payment.  
1.4 If PERI's supplier does not make the delivery relevant for the New Goods ordered by the Customer correctly or on time, the agreed delivery periods and dates shall be extended in each case by the duration of the hindrance plus a reasonable start-up period, provided that the reasons for the supplier's failure to make the delivery, to make it correctly or on time do not lie within PERI's area of responsibility.  
1.5 In the event of non-binding delivery periods or delivery dates that are extended in accordance with the above provisions, PERI shall not be in default prior to the fruitless expiry of a reasonable period for delivery set by the Customer in writing.  
1.6 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions, extend the deadlines and postpone the dates corresponding to the time of their duration plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties to the Contract may withdraw from the Contract.  
1.7 Any claims against PERI as a result of, in relation to and/or based on any delayed delivery alleged against PERI are excluded insofar as the delay was not caused intentionally and/or grossly negligent by PERI.  
1.8 Any claims for damages caused by delay are limited to a weekly rate of 0.5% (half a percent) of the portion of the contract price for the particular supply delayed, but all claims for damages caused by delay

regardless of the number of claims and the number of delays shall be subject to an overriding limit of 5% (five percent) of the contract price in the aggregate.

## 2. Passing of risk, shipping

2.1 PERI delivers Ex Works (EXW) following Incoterms 2020 from the designated PERI warehouse.

2.2 Partial deliveries on the part of PERI are permissible, provided that their acceptance is not unreasonable for the Customer, if the delivery of the remaining ordered Purchase Item is ensured and the Customer does not incur any significant additional expense or costs as a result (unless PERI agrees to bear these costs). Each partial delivery can be invoiced separately.

2.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, PERI shall bear the risk of conveyance until the Purchase Item has been handed over to the transport person.

2.4 PERI determines at its discretion the nature of the transport vehicles used for shipping.

2.5 The Customer shall bear the costs for shipping, freight, and packaging.

## 3. Handover

3.1 A delivery note is issued for the Purchase Item, which includes the type and number of delivered parts of the Purchase Item and other information.

3.2 While handing over the Purchase Item, the delivery note created as per Clause B.I.3.1 should be signed in duplicate by the Customer or a representative of the Customer and by PERI. PERI and the Customer each receive a copy of the delivery note.

## 4. Acceptance

4.1 The Customer or a representative of the Customer must accept the Purchase Item at the PERI plant or warehouse agreed by the contracting parties. The acceptance of the Customer shall be decisive for the transfer of the risk of accidental loss and accidental deterioration of the Purchase Item. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.

4.2 With the signature under the delivery note, the Customer declares the acceptance of the Purchase Item, which indicates whether the Purchase Item has been handed over in the agreed quantity and is clean and free of obvious defects. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects. For large quantities of Purchase Items of identical quality, delivery of an entire batch of Purchase Items may only be rejected as defective if those defects have been determined using an accepted representative random sampling procedure.

4.3 The Customer is in default of acceptance if it does not collect the Purchase Item on the bindingly agreed delivery date or, in the case of contractually agreed acceptance, does not accept it despite it being ready for acceptance. In the case of non-binding delivery periods or delivery dates, PERI may notify the Customer with a notice period of two weeks that the Purchase Items are ready for collection and/or, in the case of contractually agreed acceptance, for acceptance; if the Customer does not collect and/or accept the Purchase Items at the end of the notice period, it shall be in default of acceptance.

4.4 Handover or acceptance shall be deemed to have taken place if the Customer is in default of acceptance. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, the Purchase Item shall be deemed to have been accepted in accordance with the Contract unless the Customer is not responsible for its failure to appear.

## 5. Prices

5.1 The price of the Purchase Item results from Contract (Clause A.3.3). If the Purchase Item consists of several individual parts, then the total purchase price and the price to be referred for the settlement result from multiplying the quantity and the purchase price of the Purchase Item.

5.2 If, between the conclusion of the Contract and delivery, there are changes in costs for PERI, in particular due to changes in material or raw material prices, collective wage agreements or other price changes of suppliers or exchange rate fluctuations for which PERI is not responsible and which could not have been foreseen with sufficient certainty, PERI is entitled to adjust the agreed prices accordingly. An increase in price should be notified to the Customer. Upon the request of the Customer, PERI must prove the factors and their scope involved in the price increase.

## 6. Retention of title and transfer of ownership

6.1 Notwithstanding delivery of and the passing of risk in the Purchase Item to the Customer, the property in the Purchase Item shall not pass to the Customer until PERI has received in cash or cleared funds for payment in full of the price of the Purchase Item sold by PERI to the

Customer. For the avoidance of doubt, the allocation of individual receivables to an ongoing invoice or adding to an account and the recognition of these does not remove the retention of title.

6.2 Fiduciary basis as bailee - Until such time as the property in the Reserved Goods passes to the Customer, the Customer shall hold the Reserved Goods and each of them in a fiduciary basis as bailee for PERI.

6.3 Sub-sale - Notwithstanding that the Reserved Goods (or any of them) remain the property of PERI, if the Customer sells or uses the Reserved Goods in the ordinary course of the Customer's business at full market value it shall be for the account of PERI. Any such sale or dealing shall be a sale or use of PERI's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Reserved Goods passes from PERI to the Customer the entire proceeds of sale of otherwise of the Reserved Goods shall be account and shall be at all material times identified as PERI's money.

6.4 Incorporation of Reserved Goods into new commodities - If any of the Reserved Goods is incorporated in, use or processed to form a new commodity by the Customer, including mixing with other goods that do not belong to the Customer:

6.4.1 The processing takes place on behalf of PERI, without any obligations arising from this on PERI's part. All of PERI's rights in the Reserved Goods shall extend to these new commodities in accordance with the ratio of the value of the Reserved Goods to which PERI retains and the other goods at the time of processing.

6.4.2 If the Customer has mixed the goods to which PERI retains title and / or has mixed rental goods with other goods, PERI has the right to separate out firstly its rental goods and then the goods to which it retains title in agreement with the Customer and with reference to the invoicing documents.

6.5 Storage of Reserved Goods

6.5.1 The Customer shall store the Reserved Goods to which PERI retains title separately, at its own cost, from the goods of the Customer's and third parties' and /or other rental goods.

6.5.2 The Reserved Goods shall be marked in such a way that they are clearly identified as PERI's property and shall be properly stored, protected and insured and identified as PERI's property. If contrary to this obligation, the Reserved Goods to which PERI retains title are mingled or mixed with other goods/or are mingled or mixed with rental goods and the Reserved Goods which PERI retains title cannot be separated, PERI will become part owner.

6.6 PERI's right to re-possession of Reserved Goods - Until such time as the property in the Reserved Goods passes to the Customer (and provided the Reserved Goods are still in existence and have not been resold), PERI shall be entitled at any time to request the Customer to deliver up the Reserved Goods to PERI and, if they Customer fails to do so forthwith, to enter upon any premises owned, occupied or controlled by the Customer or any third party where the Reserved Goods are stored and repossess the Reserved Goods.

6.7 Negative Pledge of the Reserved Goods - The Customer shall not entitle to pledge or in any way charge by way of security for any indebtedness any of the Reserved Goods which remain the Property of PERI. Without prejudice to the other rights or remedies available to PERI, if the Customer does so all moneys owing by the Customer to PERI shall immediately become due and payable.

6.8 Actions by third parties - The Customer must inform PERI immediately of any intended or actual seizure of, disposal of and/or execution proceedings against the Reserved Goods over which PERI retains title by third parties (including liquidators, receivers, judicial managers and any administrators). At the Customer's own cost, the Customer shall use best endeavours to object to any such seizure, disposal or enforcement proceedings. The Customer shall provide to PERI the relevant documents relating to the seizure, disposal or execution proceedings as the case may be and the objection thereto.

6.9 The Customer shall insure and keep insured the Purchase Item to the full price against 'all-risks' to the reasonable satisfaction of PERI until the date that property in the Purchase Item passes from PERI and shall whenever requested by PERI produce a copy of the policy of insurance. Without prejudice to the other rights of PERI, if the Customer fails to do so all sums whatsoever owing by the Customer to PERI shall immediately become due and payable.

## 7. Quality of the Purchase Item, specifications and application, guarantees

7.1 The quality of the Purchase Item shall be exclusively the specification, which is the subject of the individual Contract. It is the responsibility of the Customer as a sophisticated end user to check whether the Purchase Item is suitable for the purposes it wishes to use it for.

7.2 Information provided by PERI verbally, in writing and in any other form on the suitability, including application, processing and other use, is given to the best of its knowledge, but is only deemed to be non-binding information and does not release the Customer from its own examination of the Purchase Item delivered by PERI for its suitability



- for the intended purposes. Application, processing and other use of the Purchase Item take place outside PERI's control and are therefore exclusively the Customer's responsibility, unless expressly stipulated otherwise. Deviations in weights, dimensions and other technical values which have no effect on the intended use are permissible and do not entitle the Customer to make a complaint.
- 7.3 The Purchase Item corresponds to the intended quality if, at the time of the transfer of risk, it complies with the technical specifications described in the instructions for assembly and use applicable to it.
- 7.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting from PERI from such a guarantee.
- 7.5 Except as set out in this Contract, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of our goods or services to be provided by PERI to the Customer are excluded to the fullest extent permitted by law.
- 8. Rights in case of defects**
- 8.1 Complaints in respect of defects must be made in writing, stating the specific defect. Notices of defects due to incomplete delivery and other recognizable defects must be given to PERI in writing without delay, but at the latest within 14 (fourteen) calendar days of delivery; hidden defects must be notified without delay, but at the latest within 14 (fourteen) calendar days of their discovery. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects. Warranty claims become statute-barred 12 (twelve) months after transfer of risk (warranty period). Claims due to defects notified belatedly are excluded.
- 8.2 The costs of the inspection of the Purchase Items shall be borne by the Customer. Purchase Items notified as defective must be made available to PERI for inspection upon request.
- 8.3 All applicable statutory provisions protecting the Customer's rights in the event of defects or otherwise shall not be affected.
- 8.4 If the Purchase Item is defective, PERI shall, at its own discretion, deliver a new item or repair the defective Purchase Item. In the event of rectification, the remaining part of the original warranty period shall commence with the return of the rectified Purchase Item. The same shall apply in the case of subsequent delivery.
- 8.5 In the event of subsequent delivery, the Customer must return the defective Purchase Item to PERI in accordance with the statutory provisions.
- 8.6 The retention of title in accordance with Clause B.1.6 also applies to the parts to be replaced as part of the subsequent delivery.
- 8.7 If the Customer has installed the defective Purchase Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Customer for the necessary expenses for removing the defective Purchase Item and installing or attaching the repaired or delivered non-defective Purchase Item in accordance with the statutory provisions within the scope of subsequent performance. Unless otherwise agreed, however, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective goods within the scope of subsequent performance.
- 8.8 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchase Items to a place other than the agreed place of delivery; PERI is entitled to invoice the Customer for such additional costs.
- 8.9 If the Customer is jointly responsible for causing the defect, in particular if he has not met his obligation to avoid damage and deterioration, after repair PERI is entitled to claim compensation corresponding to the level of the Customer's joint involvement in causing the defect. PERI is excluded from liability if the Customer does not use the Purchase Item in accordance with the respective valid instructions for assembly and use provided by PERI, to the extent the damage is based thereon. Besides, PERI does not vouch for the compatibility and safety of third party components and accessories in connection with the Purchase Item.
- 9. Non-Payment of a payment obligation**
- 9.1 If PERI withdraws from the Contract as a result of the non-fulfilment of a payment obligation or as a duty violation by the Customer, or if the Purchase Item is returned for other reasons resulting from the retention of title, the Customer must pay to PERI the cost of the transfer of the Purchase item to PERI and the value of any use of the Purchase item for the duration while it was in possession of the Customer in the form of an appropriate compensation for use.
- 9.2 The payment may not exceed the purchase price. In addition, damages must also be paid for the expenses incurred by PERI as a result of the Customer's aforesaid non-fulfilment of a payment obligation or as a duty violation in respect of Contract.
- 10. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- II. Special conditions for used goods and rental purchase**
- 1. Rental purchase**
- Insofar as PERI agrees with the Customer at the time of the conclusion of a rental Contract, during the period of a rental Contract or in connection with a rental Contract, that the Customer purchases the Rental Object wholly or partially (rental purchase), the purchase price is calculated – subject to any deviating contractual agreement – as follows: Original value of the Rental Object as per "PERI Rental price list" minus a used parts discount to be determined by PERI as per its reasonable discretion minus the paid rent plus reasonable processing and financing costs.
- 2. Defect claims**
- Insofar as the Customer purchases goods that were previously provided to it by PERI on the basis of a rental Contract, in whole or in part, this is the purchase of Used Goods. The purchase is made "as inspected". Subject to Clause A.10, the sale of Used Goods by PERI excludes any defect claims and liability.
- 3. Application of the Special PERI Terms for the Purchase of New Goods**
- In all other respects, the Special Terms for the sale of New Goods (Clause B.1) shall apply accordingly.
- 4. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- C. Special Terms of PERI for renting of Formwork and Scaffold**
- 1. Nature of the Rental Object**
- 1.1 The Rental Object is usually previously Used Goods. The Customer has no claim to the receipt of New Goods. The Rental Object is handed over in a satisfactory and functional condition.
- 1.2 PERI shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Rental Object.
- 1.3 Any additional requirements for the Rental Object should be agreed in advance between PERI and the Customer in written form. It is the responsibility of the Customer to check the suitability of the Rental Object for a specific purpose. In particular, PERI does not make any guarantee or promise that the Rental Object is suitable or complete for its planned use, that it complies with relevant safety regulations, or whether the Rental Object fulfils the requirements of any eventual safety and health plan of the Customer.
- 1.4 PERI assumes that the Rental Object is suitable for the application based on approved and valid construction drawings and the construction schedule submitted by the Customer prior to the first delivery. Any changes are the exclusive responsibility of the Customer, and costs arising there from are to be borne by the Customer.
- 2. Calculation and deposit**
- 2.1 The agreed rent applies for the minimum rental period as per Clause C.7.1.
- 2.2 After the expiry of the respective minimum rental period, the rent is calculated as per calendar days.
- 2.3 The actual delivered quantity is billed by the calculated number of items.
- 2.4 The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 30 (thirty). Therefore, for example, if the agreed rent for a Formwork component for a minimum rental period of 1 (one) month is HKD 3,000, then the rent is calculated as follows for 1 (one) calendar day:  

$$\text{HKD } 3,000 \div (1 \times 30 \text{ days}) = \text{HKD } 100.$$
- 2.5 The beginning and end of the rental period are regulated in Clause C.7.
- 2.6 Unless otherwise agreed, rental invoices are generated at the end of a calendar month either for the past calendar month or for the past 30 (thirty) calendar days.
- 2.7 PERI is entitled to deliver the Rental Object only after receipt of a rental material deposit. Once the Customer declares that the rental period has ended and the return of the rental formwork to PERI's stockyard has been completed, PERI will refund the rental material deposit after deduction of the costs for loss, damage and repair within 30 (thirty) days. PERI may use the deposit to also offset outstanding payments that are incurred by the Customer during the rental period.
- 3. Transfer/inspection of the Rental Object**
- 3.1 The Rental Object is provided for pick-up in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the

- Customer must notify PERI of his intention to pick-up at least 5 (five) Business Days before the intended pick-up day.
- 32 PERI provides the Rental Object for pick-up by the Customer in the agreed warehouse, unless contractually agreed otherwise.
- 33 PERI adds a delivery note in duplicate to the delivery. The number and product type of the shipped parts of the Rental Object are specified on the delivery note with the consignment. After transfer of the Rental Object to the Customer, the Customer must inspect the Rental Object immediately for conformity with the specifications in the delivery note, completeness and functionality.
- 34 The delivery note must be signed by the Customer or a representative of the Customer at the time the Rental Object is transferred to the Customer.
- 35 The Rental Object must be accepted by the Customer unless there is a major defect.
- 36 Partial deliveries from PERI are permitted. In case of partial deliveries, such a partial delivery will be announced by PERI.
- 37 Missing or defective parts should be immediately notified to PERI in writing. If the Customer omits to notify PERI within 2 (two) Business Days, then the delivery is considered accepted unless there is a defect that was not identifiable during the inspection. This does not apply to cases in which partial performance is indicated and provided by PERI.
- 38 If any defect was not identifiable at the time of the handover and is identified only later, then the Customer must notify PERI of the defect immediately after it is detected; the notification shall be made in text form (letter, fax, e-mail).
- 4. Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods**
- 4.1 If the Customer himself or a carrier or forwarder representing the Customer performs the transport of the Rental Object, then the Customer is responsible for the transport risk from the time of transfer of the Rental Object to the carrier or forwarder or to the Customer himself. This applies regardless of whether PERI has organized the transport for the Customer.
- 4.2 Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation applicable in the place of incorporation of PERI. It can be found in PERI's Offer and is also provided by PERI on request.
- 4.3 The Customer shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Customer bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed (2) two hours, unless the Customer is not responsible for such waiting periods.
- 5. Use of the Rental Object**
- 5.1 While using the Rental Object, the Customer must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work safety laws. The assembly and use instructions are provided to the Customer together with the Rental Object free of charge.
- 5.2 The Customer bears the risk of using the Rental Object with its own parts or the parts of another manufacturer.
- 5.3 The Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork shell, use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories).
- 5.4 The Customer is obliged to handle the Rental Object carefully and appropriately and to undertake the necessary measures so that the usability of the Rental Object is not reduced.
- 5.5 The duty of maintenance and repair during the rental period shall be borne by the Customer insofar as corresponding damage is attributable to the rental use or the Customer's sphere of risk. Due to the appropriate and professional expertise required, repairs shall only be carried out by PERI. Damage to the Rental Object due to improper use shall be compensated in accordance with the statutory regulations.
- 5.6 PERI is excluded from liability when the Customer does not use the Rental Object in accordance with the respectively valid instructions for assembly and use provided by PERI to the extent the damage is based thereon.
- 5.7 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.5.1 - C.5.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well as the relevant industry standards [Buildings Ordinance (Cap. 123), Building (Construction) Regulation (Cap. 123Q) and the Codes of Practice issued by the Buildings Department]. Non-compliance will release PERI from responsibility for any damages arising from such misuse.
- 5.8 The Customer must continuously monitor the Rental Object at the place of use and discard defective parts, particularly parts that do not correspond to the requirements of the assembly and use instructions. The Customer must name in writing a person being in charge for the safe use of the Rental Object in accordance with the data supplied by PERI.
- 5.9 The Customer must carefully safeguard and protect the Rental Object against theft. In case of theft, embezzlement or any other illegal misplacement, the Customer is obliged to notify PERI and the competent regulatory authority in writing immediately about the theft, embezzlement or other illegal misplacement. In case of theft, embezzlement, or any other suspected criminal act related to the Rental Object, the Customer shall file a police report and lodge a complaint regarding all potential offences involved as soon as signs of any criminal offence regarding the Rental Object are noticed or the Customer presumes the same. A copy of the police report should be sent immediately to PERI after the submission of the report.
- 5.10 The Customer must ensure that the Rental Object is protected against damage by fire, water and weather.
- 6. Deadlines and dates**
- 6.1 Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the Contract as "binding".
- 6.2 Delivery periods begin only after the details of the execution are clarified. Compliance with agreed-upon delivery periods assumes the fulfilment of all relevant necessary contractual and cooperation obligations of the Customer.
- 6.3 4 (four) weeks after a non-binding deadline has been exceeded, the Customer can request PERI in text form (letter, fax, e-mail) to deliver within a reasonable grace period. PERI is only in default upon receipt of this request. If PERI is in default with the performance, the Customer may only withdraw from the Contract after the grace period has expired fruitless.
- 6.4 The delivery obligations are subject to the provision that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself.
- 6.5 Impediments due to force majeure or any other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions and energy and transportation shortages, extend and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both contractual partners may withdraw from the Contract.
- 6.6 Any claims against PERI as a result of, in relation to and/or based on any delayed delivery alleged against PERI are excluded insofar as the delay was not caused intentionally and/or grossly negligent by PERI.
- 6.7 Any claims for damages caused by delay are limited to a weekly rate of 0.5% (half a percent) of the portion of the contractual price for the particular supply delayed, but all claims for damages caused by delay regardless of the number of claims and the number of delays shall be subject to an overriding limit of 5% (five percent) of the contractual price in the aggregate. Contractual price shall be the rental price for 3 (three) months or - if this is shorter - the fixed rental period agreed with the Customer. Apart from this, the general limitations of liability in Clause A.10 apply.
- 7. Rental duration**
- 7.1 The minimum rental duration is 1 (one) month, which is calculated with 30 (thirty) calendar days.
- 7.2 The rental period for each Rental Object begins with the day on which the Rental Object leaves the warehouse of PERI. The rental period for each Rental Object ends when the Rental Object re-enters the contractually agreed rental warehouse of PERI. If no rental warehouse was determined in the rental Contract, then the rental warehouse is the warehouse that lies closest to the construction site to which the Rental Object was delivered.
- 7.3 Since the Customer is responsible for the transport of the Rental Object if the pick-up of the Rental Object is carried out later than the day agreed in the Contract due to reasons for which the Customer is responsible, then the day on which PERI was ready to dispatch the Rental Object is considered the beginning of the rental period.
- 7.4 Customer shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected.
- 8. Defect claims**
- 8.1 The Customer must notify PERI immediately of any defects in the Rental Object.
- 8.2 PERI is only liable for initial defects if these have arisen due to a circumstance for which PERI is responsible.
- 8.3 If there is a defect in the Rental Object which renders it unsuitable for the use stipulated in the Contract, PERI is also entitled, at its own discretion, to remedy the defect by delivering a new Rental Object instead of rectifying the defect. In this case, the delivery of the new

- Rental Object and the collection of the defective Rental Object shall be at PERI's expense.
- 8.4 The Customer's claims for defects are excluded insofar as and as long as PERI is prevented from inspecting alleged defects or the evidence requested by PERI is not made available without delay to an extent that enables PERI to inspect and verify the defect; in this case, it is sufficient if the defective good is made available to PERI and the defect and its cause can be deduced from it.
- 8.5 Except in cases of imminent danger and if PERI is in default of the performance of the warranty obligations, the Customer may only remedy defects itself or have them remedied with PERI's written consent. In this respect, PERI shall only bear the costs that it would have incurred itself.
- 9. Signage and advertising**
- 9.1 PERI is entitled to affix advertisements for its company and products on banners, signs, posters and similar items in a size determined by PERI at a visible place on the Rental Object. The Rental Object's working capabilities should not be affected thereby to the disadvantage of the Customer.
- 9.2 PERI is entitled to photograph the objects on which labour is done with the help of PERI's Scaffolds and/or Formwork and to use them in PERI advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages <https://www.perihk.com/> social-Media platforms and similar locations. If the builder or architect is entitled to a copyright to the object, the Customer tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the Customer's client.
- 9.3 The Customer must ensure that the advertisement affixed by PERI is not damaged or misplaced.
- 9.4 Placing advertisements of the Customer, the Customer's client or a third party on the Rental Object requires PERI's prior consent, insofar as such affixing requires an intervention in the substance of the Rental Object. The advertisement of the Customer should not, in any case, completely or partially hide or cover the advertisement by PERI.
- 10. Subleasing, lending and Transfer of the Rental Object**
- 10.1 The Customer is not entitled to sublease or lend the Rental Object or parts of the Rental Object to a third party or to transfer possession of the Rental Object or parts of the Rental Object in any other way to third parties (hereinafter "**Transfer of Rental Object**"). Any Transfer of the Rental Object requires the prior written consent of PERI. The use of the Rental Object by one of the subcontractors of the Customer that is active on the construction site agreed upon in the rental Contract may not require approval within the meaning of the preceding sentence, provided that the Rental Object is used by the subcontractors exclusively on the construction site agreed upon in the rental Contract.
- 10.2 The Customer hereby assigns all claims of the Customer against a third party from the Transfer of the Rental Object to PERI, and PERI accepts the assignment. The Customer hereby assigns receivables of the Customer arising against the third party via dispositions of the Rental Object or parts of the Rental Object to PERI, and PERI accepts the assignment.
- 10.3 The Customer shall inform PERI immediately if the Rental Object or parts of the Rental Object are seized or affected in any other way. The Customer must also inform PERI without delay of any applications for compulsory auctions and compulsory administration with regard to the property on which the Rental Object is located or associated buildings or facilities.
- 10.4 The Customer is not entitled to transfer or relocate the Rental Object or parts of the Rental Object to a location other than the one mentioned in the rental Contract, unless PERI has previously provided its written consent for this. The Customer shall indemnify PERI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by PERI arising out of or in connection with any transfer or relocation of the Rental Object or parts of the Rental Object by the Customer.
- 11. Return Delivery**
- 11.1 The return delivery of the Rental Object ("**Return Delivery**") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.
- 11.2 Return Deliveries are carried out at the cost and risk of the Customer. PERI can, if agreed explicitly, arrange transport for the Customer and commission a transport company for this purpose. If the transport company takes over the return transport, then the Customer shall bear the transport risk.
- 11.3 If PERI undertakes the return transport of Rental Object as an ancillary service (Clause F), then PERI only assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Customer. In all other respects, PERI shall be only liable in accordance with Clause A.10.
- 11.4 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI (mesh boxes, Euro palletes etc.) should be used and returned.
- 11.5 Return Deliveries must be made to the PERI rental warehouse mentioned in the Contract (hereinafter referred to as "**Place of Return Delivery**"), unless otherwise specified explicitly.
- 11.6 If the Rental Object is returned, at PERI's request, to a site other than the Place of Return Delivery, then PERI bears any eventual incurred additional transport costs.
- 11.7 Transport insurances are concluded only at the explicit desire and cost of the Customer.
- 11.8 The Customer must return the rental material in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift.
- 11.9 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.
- 11.10 The Customer should immediately notify PERI about parts of the Rental Object that are lost or have become useless or damaged during the rental period due to use by the Customer as soon as the knowledge about the same is obtained. Those parts of the Rental Object that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Customer must bear the cost for the disposal of useless parts of the Rental Object.
- 11.11 The Customer must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Customer must indicate, which are Rental Objects, which are Purchase Items and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rental Objects from the mixed properties as per its choice and can demand the return of such Rental Objects at the end of the rental relationship.
- 11.12 The Customer must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Customer. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Customer on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rental Object, and it must be signed by the Customer.
- 12. Return Delivery check**
- 12.1 After the delivery of the Rental Object to the Place of Return Delivery or another unloading site agreed between the Customer and PERI, the Rental Object is counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.11.8 and C.11.9 and to the specifications in the Return Delivery note (hereinafter referred to as "**Return Delivery Inspection**"). Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery.
- 12.2 If the Customer himself or a representative appointed by him is present at the time of the Return Delivery Inspection, then a protocol about the Return Delivery Inspection is prepared. Customer and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol.
- 12.3 If the Customer himself or a representative appointed by him is not present at the time of the Return Delivery Inspection, then PERI prepares a written report about the Return Delivery Inspection. The Customer has the right to prove that the report prepared by PERI is wrong.
- 12.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this Return Delivery Inspection at a later time ("**Subsequent Return Delivery Inspection**"). In this case, PERI will document the Return Delivery and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Customer. At the request of the Customer, PERI will inform the Customer in advance of the date of the Subsequent Return Delivery Inspection.
- 13. Pick-up**
- 13.1 If the Return Delivery pick-up by PERI has been exceptionally agreed, then the Customer must agree with PERI on the exact handover time 3 (three) Business Days prior to the pick-up of the Rental Object.
- 13.2 If the Customer cannot arrange the pick-up due to circumstances for which the Customer is responsible, then the rental period is extended correspondingly. In this case, the Customer must bear the cost of the repeated transport.
- 13.3 If the Rental Object is not picked up by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the pick-up again by phone or in writing.



134 PERI shall give notice of the pick-up of the Rental Object in good time. At the time of pick-up by PERI, the Rental Object should be as defined in Clauses C.11.8 and C.11.9. It must be loaded carefully at the expense of the Customer. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Customer is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours.

14. **Premature termination of contract**

14.1 PERI is entitled to prematurely terminate the rental Contract and all other existing Contracts without notice and to exercise its right to reclaim and pick up the Rental Object if

- the Customer is in delay with at least 30 (thirty) days rental fees for more than 30 (thirty) days from the date of the invoice;
- a bill of exchange or cheque of the Customer is disputed by the Customer or a third party and PERI has unsuccessfully set the latter a two-week deadline for payment of the amount in delay;
- and/or if the Customer goes into liquidation (whether voluntary or compulsory), or a receiver is appointed over the Customer's undertaking, property or assets, or the Customer is placed under judicial management, or if the Customer makes any arrangement or composition with creditors, or if any execution or attachment is levied upon or issued against any of the Customer's properties or assets; or
- the Rental Object is not used or maintained appropriately or in accordance with PERI's assembly and use instructions despite reminders being issued. In addition, no warning is required for grossly careless handling.

14.2 PERI is explicitly entitled to enter the construction site to pick-up the Rental Object in the situations identified in Clause C.14.1.

14.3 PERI can demand advance payment of the rent from the Customer if the lack of payment capability of the Customer is apparent on the basis of objective circumstances and thus the claims of PERI are at risk. The Customer undertakes to inform PERI immediately of the occurrence of material circumstances that query the Customer's performance of the Contract (e.g. suspension of payments, enforcement measures, bill protests, etc.).

14.4 PERI must demand the advance payment from the Customer as per Clause C.14.3 at the latest by the expiry of the 10th (tenth) of the current calendar month in written form in order to assert the right to advance payment for the following month. If PERI has timely asserted the right to advance payment as laid down in the preceding sentence, then the Customer is obliged to pay the rent for the following month by the 20th (twentieth) of the current month at the latest. The payment according to the preceding sentence is timely made when it is received by PERI within the deadline as per the preceding sentence.

14.5 If the Customer is in default with respect to the advance payments for which it is responsible as per Clauses C.14.3 and C.14.4, then PERI has the right to terminate the rental Contract with the Customer as per Clause C.14.1 without any prior notice.

14.6 The Customer bears the costs incurred by PERI due to withdrawal of the Rental Object as a result of termination as per Clauses C.14.1 and C.14.5.

14.7 After termination without notice, PERI has the right to demand compensation for damages in addition to the remaining rent.

14.8 For the case of termination, the further use of the Rental Object is already objected at the time of conclusion of the Contract. If the Customer continues to use the Rented Object after the expiry of the rental period, the Contract shall not be deemed to have been extended.

15. **Customer's liability**

15.1 The Customer is not authorised to use the Rental Object after the expiry of the rental period. If the Customer continues to use the Rental Object, then PERI has the right to claim compensation from the Customer for damages and use.

15.2 The Customer is liable to PERI for damages in accordance with the statutory provisions if Customer does not return the Rental Object at the end of the rental Contract or does not return the Rental Object in the condition described in Clauses C.11.8 and C.11.9, unless the Customer is not responsible for this.

15.3 Insofar as the Customer must pay compensation for damages to PERI due to non-return, total damage, uselessness or loss of the Rental Object, the damage is calculated as per the original value of the Rental Object according to PERI's price list of rent applicable at the time of the conclusion of the Contract, deducting a reasonable used parts discount for depreciation of value.

15.4 Insofar as the Customer must pay compensation to PERI as a result of damage to the Rental Object, PERI can claim compensation for repair costs of up to 100% (one hundred percent) of the original value of the Rental Object as laid down in the PERI rental price list, which applies at the time of conclusion of the Contract.

15.5 The Customer is obliged to take out adequate insurance coverage that will cover the complete value of the Rental Object. It must at least

cover risks such as theft, damages by fire and water, damages caused by adverse weather conditions and damages due to operational interruptions resulting from the same.

15.6 The Customer is obliged to assign its claims against the insurer to PERI upon request in cases of damage.

15.7 The rental claims of PERI which have arisen until the time of the damage event remain unaffected.

16. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

**D. Special Terms of PERI for engineering and structural calculation services**

1. **General performance description of engineering and structural calculation services**  
The following services can be the object of engineering and structural calculation services that are to be implemented by PERI:

1.1 Pre-assembly planning:  
Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the pre-assembly of Formwork and Scaffold (hereinafter referred to as "**Pre-Assembly Plans**").

1.2 Deployment planning:  
Deployment planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffold.

1.3 Calculation of stability:  
Calculation of stability concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static acceptance of the built Formwork and/ or Scaffold is not included in the calculation of stability.

2. **Customer's obligations to cooperate**

2.1 The Customer must review the correctness of the assembly and Pre-Assembly Plans with regard to the specific project for obvious incorrectness. The Customer must return the assembly and Pre-Assembly Plans to PERI immediately after reviewing and approving them.

2.2 The Customer must inform PERI immediately in writing if it requires any changes in the assembly and Pre-Assembly Plans for Formwork and/or Scaffold with regard to the specific project. In this notification, the Customer must also inform PERI of the desired changes. In the event of a delay of more than one week in sending the notification after receiving the assembly and Pre-Assembly Plans, the plans are considered to be approved by the Customer unless they are obviously not eligible for approval.

3. **Price**

3.1 The price of engineering and structural calculation services is subject to the regulations in the Contract.

3.2 PERI will provide manufacturing drawings for the assembly of its materials free of charge. Unless explicitly confirmed otherwise, PERI will provide the shop drawings for the typical layout free of charge, but only as far as PERI materials are concerned.

3.3 Mandatory regulations (if any) about the fees for services of architects and engineers remain unaffected and are not to be reduced or exceeded.

4. **Rights to results of work**

4.1 Customer may only use the results of the engineering and structural calculation services of PERI for the contractually agreed purposes and may not publish them without the express prior consent of PERI. The publication shall always mention the name PERI; any change to the original documents from PERI shall require the express prior written consent. Disclosure of the results of the services to third parties shall likewise require the express prior written consent of PERI.

4.2 To the extent that the results of the services of PERI are copyrightable, PERI shall be entitled to the copyright. In these cases, Customer shall receive, in the context of Clause D.4.1 above, the irrevocable, exclusive and non-transferable right to use these results, unlimited with respect to time. PERI reserves the right to use the results of its services.

5. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

**E. Special Terms of PERI for briefing and plan comparison**

1. **Performance description**  
Insofar as explicitly agreed in the Contract, PERI undertakes to brief the employees appointed by the Customer with regard to the use of Formwork and/or Scaffold material delivered by PERI and undertakes the plan comparison by a supervisor. PERI provides the following services with respect to the briefing or plan comparison:

1.1 Briefing:

- 1.1.1 PERI briefs the employees of the Customer as to the proper and professional handling of Formwork and/or Scaffold as per the PERI assembly and use instructions. The assembly itself lies in the area of responsibility of the Customer as sophisticated end user.
- 1.1.2 The briefing does not replace the risk assessment and assembly instructions of the Customer as per the industrial safety regulation.
- 1.2 Plan comparison:
- 1.2.1 PERI checks the conformity between the actual super-structure of the Formwork and/or Scaffold with the assembly plan within the framework of plan comparison. Here the supervisor appointed by PERI inspects the Formwork and/or Scaffold built by the Customer by means of a random visual inspection for any apparent deviations from the assembly plan.
- 1.2.2 The plan comparison does not replace the assembly instruction and/or the risk assessment of the Customer as per the industrial safety regulation.
- 1.3 The Customer must fulfil all the prerequisites that are necessary for the service of PERI. The Customer must produce public law approvals for the construction of the Formwork and Scaffold.
- 1.4 PERI is not liable for damages that are caused by the Customer through the assembly of Formwork and/or Scaffold executed by the Customer to the extent the damage is based thereon.
- 2. Responsibility of the supervisor**
- 2.1 The supervisor does not have authority to give instructions to site staff. Thus, he is not responsible for the compliance with work safety regulations and safety relevant requirements and crane and forklift use.
- 2.2 The supervisor is not responsible for delivery schedules or for usage and functionality of Formwork and/or Scaffold material that is in the Customer's possession or that is the property of Customer.
- 3. Working hours, remuneration**
- 3.1 The working hours of PERI Employees (as defined under Clause F.1.4.2) are determined by PERI. Working and travel periods are recorded on time sheets. Time sheets are signed by the Customer.
- 3.2 The remuneration will be charged to the Customer for the agreed hourly rates plus any supplements for overtime, night or shift operations, unless agreed otherwise. PERI will provide the list of hourly and overhead rates on demand to the Customer free of charge.
- 3.3 The hourly rates do not include any daily allowances, costs for boarding and lodging, travel expenses and cost for the transportation of equipment and luggage.
- 4. Protocol**
- After briefing is completed by the supervisor, the site manager appointed by the Customer as per Clause F.1.4.1 is obliged to sign the briefing protocol and thus, confirm the proper and complete fulfilment of the briefing obligation and also confirm the handover of any documents.
- 5. Rights to results of work**
- The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
- 6. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- F. Special Terms of PERI for ancillary services**
- I. Special Terms of PERI for special Formwork Pre-Assemblies**
- 1. General and terminology**
- 1.1 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts or prepared for use. If the Customer agrees with PERI on pre-assembly (hereinafter referred to as "**Formwork Pre-Assembly**"), then the following conditions apply.
- 1.2 These Special Terms for Formwork Pre-Assemblies relate solely to formwork pre-assemblies and dismantling of formwork material and formwork components, which are done at the construction sites.
- 1.3 The Customer must obtain all approvals and permissions required for the Formwork Pre-Assembly in good time before the beginning of Formwork Pre-Assembly agreed with PERI.
- 1.4 The Customer must make the following available for PERI's use, free of charge: the necessary storage and working space on the construction site, access routes and connecting lines, cranes and hoisting devices, tools and water and energy connections. The Customer shall bear the cost of use and for the gauge or meter.
- 2. General performance description for special Formwork Pre-Assembly**
- 2.1 The object of Formwork Pre-Assembly is to assemble special formwork products such as support structures, climbing systems, tunnel formwork carriages, work and safety scaffolds, supporting frames and special form-works, which are generally delivered to the construction site in individual parts and must be assembled at the construction site before use. Formwork Pre-Assemblies also cover the reconstruction and dismantling of the special formwork products mentioned in the preceding sentence insofar as this is agreed between PERI and the Customer.
- 2.2 PERI executes Formwork Pre-Assemblies with technically skilled mechanics, subcontracting companies and using its own tools.
- 2.3 Insofar as PERI is commissioned to execute the Formwork Pre-Assembly, PERI will give the assembly plans to the Customer within a reasonable period before the beginning of assembly operations. The assembly plans must be prepared in accordance with the approved standards of technology. The Customer must check the correctness of the assembly plans within a reasonable period of time from receipt. He must countersign these plans immediately after reviewing them and return them to PERI as a sign of approval. PERI should be informed in writing immediately if certain changes are required in the assembly plans. If the Customer sends neither the countersigned plans nor the information about change requirements to PERI within a reasonable period, even after PERI issues a written demand, then the plans are considered as approved unless they are not eligible for approval.
- 2.4 PERI does not perform any construction services.
- 2.5 The exact scope of work of Formwork Pre-Assembly services is agreed in the Contract.
- 3. Deadlines and dates**
- 3.1 If binding deadlines have been determined for Formwork Pre-Assembly operations in writing, then they only start after the Customer has fulfilled all his cooperation obligations.
- 3.2 If PERI does not meet the deadlines, then the Customer must first set out an appropriate grace period. Claims for compensation for damages caused by delay shall be determined in accordance with Clause A.10.
- 3.3 If the Customer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause F.1.2.1 (hereinafter referred to as "**Subsequent Change Requests of the Customer**"), then these Subsequent Change Requests of the Customer are executed by PERI to the extent they are possible and reasonable at the cost of the Customer.
- 3.4 Subsequent Change Requests of the Customer extend the agreed deadlines in accordance with their effects.
- 3.5 The Formwork Pre-Assembly deadline is considered to be met if the pre-assembly service is ready for the Customer to accept.
- 3.6 In case of delays or interruptions during the Formwork Pre-Assembly for which the Customer is responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to be borne by the Customer.
- 3.7 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, government prohibitions, war, embargo, epidemics, pandemics and operational disruptions, extend the deadlines and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties to the Contract may withdraw from the Contract.
- 4. Work safety and accident prevention**
- 4.1 Immediately after placing an order, the Customer must appoint a responsible site manager, safety and health coordinator and safety expert.
- 4.2 After the order is placed by the Customer and before the beginning of pre-assembly, the Customer briefs the persons, who are executing the Formwork Pre-Assembly works at the construction site (hereinafter referred to as "**PERI Employees**") about the local surroundings and the safety and health plan and shares information about emergency exits, first aid and fire protection devices and also special potential hazards of the construction site.
- 4.3 The Customer provides and installs required fall protection devices and support devices at own expense and risk at all workplaces and traffic routes on which services are carried out by PERI.
- 4.4 Tests according to [Occupational Safety and Health Ordinance (Cap. 509)] are to be executed by the Customer at its expense.
- 4.5 Unless agreed otherwise, the Customer bears the cost for the measures that are required to protect persons and material at the pre-assembly location.
- 4.6 The Customer must provide all conditions necessary for PERI to perform its services, including but not solely, tools and equipment safe to use, sufficient workforce, light, and authorizations, if required.
- 5. Approval of special Formwork Pre-Assembly, defects and beginning of the rental period**
- 5.1 The Customer or a representative of the Customer is obliged to accept



the Formwork Pre-Assembly service as per the Contract as soon as PERI reports the completion of the concluded pre-assembly without delay. Acceptance and/or acceptance of the Formwork Pre-Assembly may not be refused due to minor defects. The Customer must accept the Formwork Pre-Assembly as per the Contract irrespective of the technical or official inspections that the Customer performs together with a third party.

52 By accepting the Formwork Pre-Assembly, the Customer confirms the functionality and completeness of the total scope of delivery.

53 A protocol is prepared about the acceptance, which is signed by both parties. All defects and damages to the objects pre-assembled by PERI are to be mentioned in this protocol.

54 If it is established that the Formwork Pre-Assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer may, at its option, reduce the remuneration or withdraw from the Contract for provision of Formwork Pre-Assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become statute-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.

55 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the Formwork Pre-Assembly to be provided by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of Formwork Pre-Assembly for reasons for which the Customer is responsible.

56 Clause C.7 applies to the beginning of the rental duration insofar as the special Formwork products are provided for rent.

#### 6. Return at the time of dismantling

6.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Customer together before the dismantling for disassembly and alteration work starts.

6.2 The damages to the rented products that are evident in the visual inspection performed as per Clause F.I.6.1 and have developed during the rental period, and also apparently missing or damaged parts, are recorded in the protocol in writing and documented with the aid of photographs. The Customer then confirms the accuracy of the statements in the protocol.

6.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within eight weeks after the visual inspection. A letter to the Customer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Customer about the subsequently detected damages and the costs required for their rectification.

#### 7. Price and additional expenses

7.1 The price for the special Formwork Pre-Assemblies is subject to the regulations in the Contract.

7.2 If pre-assembly services are reasonably interrupted or not started due to improper structural conditions, organisation of the construction site or at the instigation of the Customer in any other way, the necessary additional expenses will be remunerated separately to PERI according to expenditure.

7.3 The Customer must also pay PERI separately for the additional expenses that are not included in the issued order, particularly additional expenses for changed pre-assemblies, and for unforeseen difficulties that respectively fall within the Customer's area of responsibility. Insignificant additional expenses shall be disregarded and shall not be remunerated separately.

#### 8. Staff liability

PERI provides no warranty and accepts no liability with regard to culpable conduct on the part of persons provided by the Customer. Such persons are vicarious agents of the Customer.

#### 9. Rights to results of work

The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.

#### 10. Validity of the Terms of PERI for the sale and renting

The Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork Pre-Assemblies.

#### 11. Miscellaneous

In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

## II. Special Terms of PERI for the Formwork pre-assemblies at

### the PERI site

#### 1. Field of application and Definitions

The Special Terms of PERI for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Customer, which are not the Formwork Pre-Assemblies as per Clause F.I.2. These must be executed at the PERI site.

#### 2. Pre-assembly plans

2.1 Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Customer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. PERI shall point out to the Customer any obvious defects that prevent PERI from performing the pre-assemblies.

If the pre-assembly plans are to be prepared by PERI as per the Contract, then the regulations of the Special Terms of PERI for engineering and structural calculation services (Clause D) apply.

2.2 If the Formwork pre-assembly is to be executed at the PERI site as per the Contract, then the Customer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Customer with the task of preparing the pre-assembly plans.

2.3 If the pre-assembly plans are to be prepared by the Customer, then the Customer's pre-assembly plans should include all specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics.

#### 3. Change in design

If the Customer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, these changes are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.

#### 4. Execution of the pre-assembly

4.1 If the Customer uses its own materials, PERI insofar is not liable for any damage caused by these materials during the pre-assembly.

4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer must bear additional expenses required such as those for inspection and sorting.

#### 5. Approval of the pre-assembly

5.1 The Customer or a representative of the Customer is obliged to accept the pre-assembly service as per the Contract as soon as PERI reports the completion of a concluded pre-assembly without delay. Acceptance and/or acceptance of the pre-assembly may not be refused due to minor defects. The Customer must accept the pre-assembly irrespective of the technical or official inspections, which the Customer performs together with a third party.

5.2 By accepting the pre-assembly, the Customer confirms the functionality and completeness of the total scope of supply.

5.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Customer and PERI at the time of acceptance.

5.4 If it is established that the pre-assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer at its discretion may reduce the remuneration or withdraw from the Contract for provision of pre-assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become statute-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.

5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Customer is responsible.

#### 6. Delayed call off

6.1 If the Customer does not call off the fully assembled materials until the agreed date, then he falls into default of acceptance without further requests. In this case, the Customer shall be liable for compensation.

6.2 In this respect, the risk shall pass to the Customer. In so far, the Customer shall also bear the necessary additional expenses such as storage costs.

6.3 If the pre-assembled material is rented by the Customer, then the

rental period begins from the point of time at which the Customer delays the acceptance or, if the delay in acceptance occurs at a later point in time, at the point in time at which the Customer delays acceptance.

7. **Price**  
The price for the special Formwork Pre- Assemblies is subject to the regulations in the Contract.
  8. **Deadlines and dates**
    - 8.1 If binding deadlines have been determined for the pre-assembly services in writing, then these only begin after the Customer has fulfilled all its cooperation obligations.
    - 8.2 If the fixed dates are not met by PERI, then the Customer is obliged to set an appropriate grace period that adequately enables PERI to subsequently fulfil its obligations under the Contract.
    - 8.3 Claims to compensation for damages caused by delay shall be determined in accordance with Clause A.10.
    - 8.4 Subsequent change requests by the Customer are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.
  9. **Rights to results of work**  
The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
  10. **Validity of the Terms of PERI for the sale and renting**  
The Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork pre-assemblies.
  11. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- III. Special Terms of PERI for transport services**
1. **General information**
    - 1.1 PERI shall only be obliged to provide transport services with regard to the Purchase Item and/or the Rental Object if the same has been expressly agreed in writing by the parties.
    - 1.2 It is acknowledged that PERI does not provide the transport service itself. PERI hands over the Purchase Item and Rental Objects to be transported by PERI to the shipping agent or the forwarder.
  2. **Transport**  
The transport of the Purchase Item and/or Rental Object starts from the location explicitly agreed in writing.
  3. **Passing of risk**  
Insofar as PERI takes over the transport of the Purchase Item or Rental Object, PERI bears the risk of transport until the item is handed over to the Customer.
  4. **Price**  
The price for the transport services is subject to the regulations in the Contract.
  5. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.